

Clayton Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2009

CLAYTON CO. / TEAMSTERS #238 (SHERIFF) 06-09

CLAYTON COUNTY SHERIFF DEPARTMENT

and

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

COLLECTIVE BARGAINING AGREEMENT

7-1-2006 through 6-30-2009

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, by and between CLAYTON COUNTY, IOWA SHERIFF'S DEPARTMENT, hereinafter referred to as the "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", pursuant to the provisions of Chapter 20 of the Code of Iowa.

### ARTICLE 1 RECOGNITION

Section 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all regular full time and regular part time deputies, jailers, dispatch, secretaries and civil employees in Clayton County Sheriff department. Excluded are all elected officials and any other persons excluded by Section 4 of the Act.

Section 1.2 Non-Discrimination in Employment All applicable state and federal laws concerning non-discrimination in employment will be complied with.

### ARTICLE 2 SEPARABILITY AND SAVINGS AND EXTRA CONTRACT AGREEMENTS

Section 2.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.2 The Employer agrees not to enter into any agreement or extra-contract with an employee(s) which is contrary to an expressed provision of this Agreement. Such contract shall be null and void.

### ARTICLE 3 EMPLOYER RIGHTS

Section 3.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make investigations; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

Section 3.2 The reasonableness of work rules must be grieved within seven (7) days from the date the new policy/rule was posted through the grievance procedure set forth in Article 5 of this Agreement.

### ARTICLE 4 NO STRIKE - NO LOCKOUT

Section 4.1 The parties agree to faithfully abide by the applicable provisions of Chapter 20 of the Code of Iowa. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, illegal picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act.

Section 4.2 The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Definition A grievance is defined as and limited to a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.

The grievance shall be presented in writing by the union steward, Business Representative and/or the employee and a resolution will be attempted between the union steward, Business Representative and/or the employee and the appropriate employer representative. The grievance will state the Article and section of the contract allegedly violated. Any Employee discipline is subject to the grievance procedure. If a grievance is not timely filed or appealed to the next step within the specified time limits, the grievance is waived unless the time for filing or appealing is extended as set forth in Section 5.5 of this Article. The Union will designate from time to time an appropriate representative with whom the Employer may deal in connection with the processing of all grievances.

### Section 5.2

Step 1. Within seven (7) calendar days of the occurrence the aggrieved employee and/or Union will notify in writing the Sheriff or designated representative of the alleged contract violation. The Sheriff or his designated representative shall answer the grievance in writing within seven (7) days.

Step 2. If this answer is not acceptable or if the Sheriff does not answer within the prescribed seven (7) calendar days, the grievance must be presented to the Board of Supervisors within seven (7) calendar days of the Sheriff's answer or within seven (7) calendar days of the expiration of the time within which the Sheriff must answer. The same grievance must be presented to the Board of Supervisors by the aggrieved employee and/or Union. A Board of Supervisors representative will then schedule a meeting within fourteen (14) calendar days to discuss the grievance with the Union, the aggrieved employee, and the Sheriff and/or designated representative. The Board Representative will respond, with an answer, in writing, to the aggrieved employee, the Union and the Sheriff, within seven (7) calendar days after the meeting.

Step 3. If the Step 3 answer is not acceptable, or if a settlement cannot be reached, the Union, within thirty (30) calendar days of its receipt of the Step 3 answer, shall notify the Employer of its desire to take the grievance to arbitration. In that event, the parties shall meet within ten (10) calendar days after receipt by the Employer of the notice of referral to arbitration for the purpose of selecting an arbitrator or to request in writing that the Iowa Public Employment Relations Board furnish a list of names of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The arbitrator shall only have the power to arbitrate the written grievance submitted in Step 1 of the grievance procedure.

Section 5.3 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 5.4 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.5 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing of the aggrieved employee and Employer provided that the request for extension is made before the expiration of the original time limits.

Section 5.6 Eligible employees may choose either to use the Civil Service System or to use the contractual provisions of the grievance procedure to resolve any disputes regarding employment matters covered by the civil service system.

Section 5.7 Any employee eligible for civil service review of any complaint or employment matter who elects to use the civil service system regarding any alleged violation of his/her rights, agrees to then waive all rights to use the contractual grievance procedure and no grievance shall be allowed regarding that issue.

## ARTICLE 6 VISITATION AND STEWARDS

Section 6.1 The Business Representative(s) of the Union who has been previously identified by the Union to the Sheriff, after obtaining permission from the Sheriff or designated representative for each separate visit, will be permitted to visit the Sheriff's Department to ascertain that the Agreement is being complied with. Said Union Representative(s) is not to interfere with the Employer's operation.

Section 6.2 The Union can select three (3) Stewards and one (1) chief steward.

## ARTICLE 7 LEAVES OF ABSENCE

Section 7.1 Leaves of absence without pay, without fringe benefits, and without loss of seniority, may be granted at the sole discretion of the Employer. Any request for time off must be in writing, stating the reason(s) for a leave of absence at least five (5) working days before said leave would commence, and the Employer will respond in writing. Seniority is frozen after a leave of absence exceeds ninety (90) working days. Once the employee returns to work on a regular basis, seniority can then continue to accumulate. Extensions may be granted at the discretion of the County Sheriff.

Section 7.2 In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties. A single illness or a personal injury leave of absence will not exceed six (6) months. Extensions may be granted at the discretion of the County Sheriff.

Section 7.3 No benefits will accrue during an unpaid leave of absence except as provided by law.

Section 7.4 Upon return from leave of absence, the employee shall return to their former job, if available.

Section 7.5 If an employee desires their insurance coverage to continue during leave of absence, the employee shall pay the full premium on the first payday of each month for the applicable month's coverage.



Section 7.6 If the Employer requests that an employee be seen by a doctor, the Employer will pay for the full cost of the initial doctor visit (excluding the cost of treatment) not covered by the group hospital and surgical insurance plan provided for under Article 15 of this Agreement. This provision shall not apply to a worker's compensation situation nor when the Employer requires a doctor's statement for verification of sick leave as provided for in Section 13.3.

### Maternity Leave

Section 7.7 A regular full-time employee who becomes pregnant shall be eligible for unpaid maternity leave.

Section 7.8 Written application shall include a written statement from the employee's medical doctor indicating the approximate date of birth and the estimated length of time the employee may continue working without danger to her safety and health.

Section 7.9 Maternity leaves shall commence on the date the employee's medical doctor certifies in writing that the employee is no longer physically capable of performing the normal duties required, and shall terminate on the date the employee's medical doctor certifies in writing that the employee is physically capable of resuming her normal duties.

Section 7.10 While the Employer may rely upon the determination of the employee's medical doctor regarding the commencement and termination of maternity leave of absence, it shall have the right to obtain a second opinion from another medical doctor, from which a final determination will be made. The cost of the second opinion shall be paid by the Employer.

Section 7.11 Before an employee is placed on approved unpaid leave, accumulated vacation leave must be used in the event that accumulated sick leave is exhausted while incapacity exists due to pregnancy and delivery. Such vacation leave may be used until exhausted.

Section 7.12 Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by accumulated sick leave or earned vacation before an employee is placed on unpaid leave.

Section 7.13 Upon returning from a maternity leave of absence, the employee shall return to their position, if available.

Section 7.14 Military Leave. A full time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975. The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Section 7.15 Voting Leave. Every employee is encouraged to exercise his/her privilege to vote. If, for any good reason, an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed three (3) hours, to vote.

#### Section 7.16 FAMILY/MEDICAL LEAVE POLICY

In accordance with the federal Family and Medical Leave Act (FMLA), effective April 6, 1995, Clayton County will grant job protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12 month period for any one or more of the following reasons:

- A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care; or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

#### Eligibility

To be eligible for Family/Medical Leave an employee must have at least twelve months of service, which does not have to be consecutive, and have worked at least 1250 hours over the preceding 12 months. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

## Definitions

- A. 12 Month Period - shall be based on a rolling 12 month period measured backward from the date an employee uses any Family/Medical Leave. (Example: If an employee takes 4 weeks of Family/Medical Leave on May 1, 1994 and 8 weeks of Family/Medical Leave in August 1, 1994, the employee will not be eligible for Family/Medical Leave again until May 1, 1995 at which time he/she will have four weeks. On August 1, 1995 the employee will have an additional 8 weeks. In essence, 12 months from the date an employee takes any amount of Family/Medical Leave the employee will accrue the same amount of leave as was taken.)
- B. Spouse - means a husband or wife as defined or recognized by the State of Iowa.
- C. Child - means a child either under 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
- D. Parent - means the mother or father of an employee, or an adult who had day-to-day responsibility for caring for the employee during his/her childhood years in place of the natural parents.
- E. Serious Health Condition - means an illness, injury, impairment, or a physical or mental condition that involves:
  - 1. Inpatient care; or
  - 2. Any period of incapacity requiring absence from work for more than three calendar days and that involves continuing treatment by a health care provider; or
  - 3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
  - 4. Prenatal care by a health care provider.

- F. Health Care Provider - means any doctor of medicine or osteopathy authorized to practice medicine by the state.
1. This includes podiatrists, dentists, psychologists, optometrists, chiropractors, and
  2. Any other person determined by the Secretary of Labor to be capable of providing health care services.

#### Leave Provisions

A. Substitution of Paid Leave

The County will require the employee to substitute any unused, accrued leave for FMLA approved leave as follows:

1. Vacation, personal, family sick leave, or compensatory time leave for any portion of the twelve (12) week leave for birth, adoption, foster placement or to care for a child, spouse, or parent with a serious health condition; or
2. Vacation, personal, compensatory time, or sick leave for any portion of the twelve (12) week leave for leave to care for employee's own serious health condition.

When an employee has used all accrued paid leave for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks.

B. Leave for Birth or Placement of a Child

1. For the purposes of care for a new born child or a newly placed adopted or foster care child leave must be taken before the end of the first 12 months following the date of birth or placement.
3. An expectant mother may take medical leave upon the birth of the child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.

C. Intermittent or Reduced Leave

1. An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary". Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
4. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the county's operations. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the department head's consent.
2. Intermittent or reduced leave may be spread over a period of time longer than 12 weeks, but will not exceed the equivalent of 12 work weeks total leave in a one 12-month period.

D. Married Employees

If both spouses work for the county, their total leave in any 12-month period is limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child.

Notice Requirement

- A. An employee is required to give 30 days written notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the department head.
- B. In unexpected or unforeseen situations, an employee should provide as much notice as practicable. Notice can be given in person, by telephone, fax, telegraph or by a representative of the employee, such as a relative or friend. Written notice shall be provided as soon as practicable once there is no longer an emergency situation.
- C. The employee is required to provide notice and further information as requested by the County for determining eligibility for FMLA and/or utilizing paid leave.

Medical Certification

An employee requesting Family/Medical Leave must provide a certificate of a doctor or practitioner at the time of request or within fifteen (15) days from the time the request is made. A "Physician Certification Form" is available from the employee's department head or the County Auditor's office. The county may also require a second or third opinion (at county expense). Periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work shall be required.

## Effect on Benefits

- A. Taking Family/Medical Leave will not result in the loss of any employee benefit accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during any unpaid leave.
- B. An employee on a Family/Medical Leave may remain a participant in the county's employee health insurance plan throughout the duration of the leave, as if actively employed. She/he will be required to pay the same cost of coverage as if actively at work.
- C. Employee contributions will be required either through payroll deduction or by direct payment to the County Auditor. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage will result if the premium amount is paid more than 30 days late.
- D. If the employee misses a premium payment and the county pays the employee's contribution, the employee will be required to reimburse the county for delinquent payment upon return from leave.
- E. If an employee fails to return to work after Family/Medical leave has been exhausted he/she will be responsible for the health care premiums paid by Clayton County while the employee was on leave, unless:
  - 1. The employee fails to return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under Family/Medical Leave. Such condition shall be certified by the health care practitioner within 30 days of employee's failure.
  - 2. The employee fails to return because of other circumstances beyond the employee's control.

## Return to Work

- A. A fitness-for-duty report, from the health care practitioner, is required before the employee will be returned to his/her position for leave taken because of employee's own serious health condition.
- B. An employee returning from leave taken under this policy is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee will be returned to an equivalent position with equivalent benefits, pay and other conditions.
- C. Certain highly compensated key employees, who are salaried and among the 10% highest paid employees, may be denied restoration. Restoration may be denied if:
  - 1. The county shows that denial is necessary to prevent substantial and grievous economic injury to the county's operations.
  - 2. The county notifies the employee that it intends to deny restoration at the time the county determines that such injury would occur.
  - 3. In any case where leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.
- D. An employee may request to return to work prior to the agreed date by providing reasonable notice (generally two business days) to the County with a medical certification/fitness for duty.

## Definition and Interpretation

- A. Definitions, explanations, and interpretations of the terminology and application of the policy will be consistent with definitions, explanations, and interpretations of the FMLA as published in the Federal Register on January 6, 1995.



## ARTICLE 8 COURT APPEARANCE

Section 8.1 Employees will be called upon to be available for depositions, a pre-trial conference, or a court appearance in connection with criminal or civil matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee.

Section 8.2 No employee is to appear unless subpoenaed or ordered by County Sheriff in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Department of Transportation.

Section 8.3. An employee required to appear for any of the above on his/her off-duty hours will be paid for all hours spent with a minimum of two (2) hours at the rate of time and one-half (1 1/2) the employee's regular rate of pay; or compensatory time may be taken off regular duty time with the approval of the Sheriff.

Section 8.4 Employees who use their personal vehicle for court appearance as set forth in this Article shall be compensated at the County specified mileage reimbursement rate as in effect on July 1 of each year during the term of this Agreement. Reimbursement will be made only for actual miles traveled pertaining to said court appearance. Employees will not be required to work any time that is not required of them that is less than the one (1) hour court appearance provision.

Section 8.5 When an employee uses a personal vehicle to attend Employer approved schools or job related activities, the Employer will compensate the employee at the County specified mileage reimbursement rate as in effect on July 1 of each year during the term of this Agreement. This does not include the normal day-to-day activity of driving to and from work.

Section 8.6 In connection with reimbursement for mileage as referred in sections 8.4 and 8.5, the employees shall submit to the Sheriff during the same payroll period any mileage claim which will then be immediately paid on the employee's next payroll period.

## ARTICLE 9 DUES DEDUCTION

Section 9.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees, indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 10 SENIORITY

Section 10.1 There shall be two (2) Seniority Lists, one for Regular Full-time employees and one for Part-time employees.

- A. Seniority shall mean an employee's length of continuous service since the employee's latest date of hire.
- B. Seniority may be transferred from part-time to full-time in the classification of Patrol Deputies and in the classification of Jailer/Dispatcher on a pro rata basis using 30 hours a week as the full-time standard. Full-time employees in these classifications may transfer all of their accumulated seniority to a part-time position in the same work category. For the purposes of this section, full and part-time Patrol Deputies are one job category and full and part-time Jailer/Dispatchers are another job category.
- C. Part-time employees may select single coverage under the health insurance plan or pro-rated vacation and sick leave as more fully set forth in the applicable sections of this agreement. No other fringe benefits are available to part-time employees unless specifically provided herein.

Section 10.2 A new employee shall serve a probationary period of six (6) months, and said period can be extended for up to an additional six (6) months. If a Detective or Patrol Deputy has not completed training as outlined in 341A.11 of the Code of Iowa, said probationary period will be one (1) year; otherwise, it will be six (6) months. If the probationary period is extended, the Sheriff will notify the employee of the extension within ten (10) working days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. The probationary period will not be extended for the sole purpose of denying contractual benefits. They may be terminated for any reason during the probationary period and under no circumstances can a probationary employee have recourse to the contractual grievance procedure.

Section 10.3 All fringe benefits are available to full-time probationary employees after thirty (30) days. Sick leave/vacation benefits or single health insurance coverage shall be selected by part-time probationary employees after thirty (30) days of employment.

Section 10.4 An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged and said discharge is not reversed through the grievance procedure.
- (c) Engaging in other work while on leave of absence.
- (d) Two (2) consecutive days of absence without notice and authorization to the Employer.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration. In the cases of employees who are on Workers Compensation leave, each will be handled on an individual case basis.

Section 10.5 The Employer will be required to apply seniority as defined above only as specifically provided in this Agreement.

Section 10.6 The Employer will provide the Union with an updated seniority list whenever new hires, terminations, or classification changes occur. Said seniority list will show the employee's name, job classification, seniority and length of service seniority. If any employee has any objection(s) to this seniority list, they must be filed within thirty (30) days with the Sheriff. A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

## ARTICLE 11 LAYOFF

Section 11.1 The Union recognizes the right of the Employer to lay off or to reduce the hours of employment in accordance with the procedures set forth in this Section.

Section 11.2 Layoff Procedures When a layoff occurs, the following general rules shall apply:

- (a) Layoff shall be by job classification.
- (b) Each employee affected by a reduction in force shall be notified in writing at least ten (10) working days prior to the effective date of the layoff.
- (c) Employees in the affected job classification shall be laid off in accordance with seniority. Layoff shall be by job classification seniority with the least senior employees within the classification affected being laid off first.

Employees will be recalled from layoff in the reverse order of layoff. The laid off employee must report in and fill the new position within five (5) days notice. In the event an employee is on layoff and a regular opening occurs in another job classification, the laid off employee will be offered the open position before a new employee is hired, provided the laid off employee has the qualifications, experience and ability to perform the work.

Section 11.3 Job classifications:

1. Detective/Investigator
2. Patrol Deputy
3. Civil Deputy
4. K-9 Officer
5. Jailer/Dispatcher
6. Secretary
7. Part Time Jailer Dispatcher
8. Part Time Patrol Deputy
9. Part Time Transport Person

Employees in the classifications of Patrol Deputy and Jailer/Dispatcher moving from full to part-time positions carry their seniority with them and that employees moving from part-time to full positions carry pro rated seniority.

## ARTICLE 12 HOURS OF WORK AND OVERTIME/COMP TIME

Section 12.1 The standard payroll period for the Sheriff's Department is two (2) weeks during which period it is intended that an employee will work eighty (80) hours at his/her regular rate of pay. The purpose of the Article is not to be construed as a guarantee of hours of work per day or days per week. Scheduling of daily and weekly hours of work shall be made by the Employer.

Section 12.2 The normal workday shall be either eight (8) hours or ten (10) hours to be determined at the discretion of the Sheriff. Any employee that works over eight (8) hours in a day or ten (10) hours in a day or forty (40) hours in a week shall be paid at time and one-half (1 1/2) Secretaries shall have a one (1) hour unpaid lunch and two fifteen (15) minute paid rest periods each day. Deputies will normally receive a forty-five (45) minute paid lunch and two fifteen (15) minute paid rest periods. Each rest period shall be taken, if possible, as close to the middle of each four (4) hour work period. Jailer/Dispatchers will normally receive a thirty (30) minute paid lunch and two (2) fifteen (15) minute paid rest periods, each rest period to be taken, if possible, as close to the middle of each four (4) hour work period as possible. Due to the nature of law enforcement, Deputies and Jailer/Dispatchers may be called to duty during their lunch and rest periods. If this occurs employees may continue their unfinished lunch or break period later in the shift if the work load allows. Deputies working in excess of their normal shift will be compensated at the rate of one and one-half (1 1/2) times their regular pay. All other employees shall be paid overtime rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week. Paid holidays, vacations and compensatory time taken shall be counted as hours worked.

Section 12.3 Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff or his designated representative.

Section 12.4 Overtime will normally be offered to available employees by job classification. If all employees offered overtime decline, the Sheriff or his/her designee may direct an employee to work overtime. No employee shall be requested to work more than a double shift. In emergency situations such a request may be made but the employee may not be required to work more than a double shift.

Section 12.5 All employees may accumulate up to sixty (60) hours of compensatory time at a time, to be used with days off or vacations. All unused compensatory time shall be paid out if not used by the last pay period in June of each year. The use of compensatory time shall be at the sole discretion of the Sheriff, provided that if compensatory time is allowed for employees in any classification in a half year period it shall be available to all employees in that classification during that period. All requests for compensatory time must be in writing and given to the Sheriff or his/her designee no less than forty-eight (48) hours prior to the compensatory time sought. The Sheriff or his/her designee will respond within twenty-four (24) hours of the receipt of the request.

Section 12.6 No employee shall accept outside employment which is in conflict with his or her position. In the case of deputies, all work outside of the employee's normal course of employment with the County must be approved by the Sheriff.

Section 12.7 Time worked or spent in regard to extra work shall not be used in the computation of time worked for overtime pay at any time, with regard to pay being received from the County of Clayton.

Section 12.8 Employees called to work before or after their regular shift shall receive not less than two (2) hours' pay. Only actual hours worked shall be counted for overtime computation purposes.

Section 12.9 It is recognized and understood by the parties that certain employees must work certain shifts because job duties or skills are best utilized during certain time frames. On May 1<sup>st</sup> of each year (or the first of the month following the ratification of this contract by both parties) the Sheriff shall select the shift assignments for employees with special skills or for other good and sufficient reasons. After these employees have been placed the remaining assignments will be bid within five (5) calendar days in each classification by seniority. Probationary and part-time employees are not eligible to bid.

ARTICLE 13  
SICK LEAVE/FUNERAL LEAVE

Section 13.1 Each full-time employee shall earn sick leave at the rate of sixteen (16) hours each calendar month of continuous employment providing the employee has worked at least fifteen (15) full scheduled days in the month. Paid holidays and vacations shall count toward the fifteen. Maximum accumulations shall be seven hundred twenty (720) hours. Employees who work a ten (10) hour schedule must have worked at least ten (10) full scheduled days in the month.

Section 13.2 Sick leave can be taken in no less than one-half (1/2) day increments. In no event can an employee report for work, leave work on sick leave, and return to work on the same workday.

Section 13.3 Sick leave is protection against loss of income sustained because of illness (disability) or injury not covered by Workers Compensation. Employees are encouraged to save as much sick leave as possible to meet serious illness situations.

Section 13.4 To be eligible for payment of sick leave the employees must notify their supervisors or designated representative, prior to the starting time of the scheduled shift. This notice will be waived if the employee could not reasonably be expected to comply because of unusual circumstances.

Section 13.5 The Sheriff may require a physician's statement or other evidence supporting absences due to illness or injury after two (2) days of absence.

Section 13.6 An employee may elect to use accumulated sick leave to make up the difference between the employee's normal gross basic wage and the amount paid by Worker's Compensation check. If using sick leave to supplement Workers Compensation, the employee shall be paid the sick leave from the County in a separate check.

Section 13.7 Any unused sick leave will be forfeited on the day of resignation or dismissal.



#### Conversion of Sick Leave to Bonus Vacation Days:

Upon accumulation of 90 days of unused sick leave, the next 24 days of sick leave earned may be converted to bonus vacation days upon the anniversary of reaching 90 days of unused sick leave. The rate of conversion is as follows:

If employee uses	May convert to vacation
0 to 10 days	5 days
11 days	4 days
12 days	3 days
13 days	2 days
14 days	1 day
15 days	0 days

Section 13.8 The County agrees to continue following its most current Family Medical Leave Policy. The County shall provide each employee with a copy of the Family Medical Leave Act and the applicable County policies.

#### Section 13.9

- A. If the spouse, child, or parent of an employee is seriously ill and requires the care of the employee, up to three days of sick leave each year may be taken for that purpose.
- B. Up to three days of sick leave may be taken each year for health care appointments which cannot be postponed until after the employees' regular assigned working hours.

#### Section 13.10 Funeral Leave

Each regular full-time employee shall, after three (3) months of continuous employment, be eligible for a paid leave of absence of up to five (5) days after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediate family shall be defined as the employee's parents, spouse, child, step child, brother, sister, mother-in-law, and father-in-law. A paid leave of absence of up to three (3) days shall be allowed for the following death: employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, aunt, and uncle. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The Sheriff may, at his discretion, grant additional days off work, with or without pay, under unique circumstances. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

A regular full-time employee that travels 500 miles or more one way to a funeral for a relative mentioned in this Article, or to serve as a pallbearer, that employee may be granted two (2) extra days leave to attend the funeral. These additional two (2) days will be charged against the employee's earned accumulated sick leave.

### ARTICLE 14 JURY DUTY

Section 14.1 An employee required to serve as a juror shall receive his/her regular wages, less any compensation received as a juror. Verification of jury service can be required from the Clerk of Court. If more than three (3) hours remain in the employee's scheduled work shift, the employee shall report for work when released from jury duty.

## ARTICLE 15 INSURANCE

Article 15.1 The County shall provide group health and major medical insurance, which includes prescription drug and vision coverage, for all regular full-time employees and those part-time employees who so select coverage as provided in this agreement. The County shall contribute \$120.00 per month toward the cost of dependent coverage.

Section 15.2 The County will purchase a \$20,000 term life insurance policy for each full-time employee.

Section 15.3 The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

Section 15.4 For all insurance coverages, the Employer reserves the right to select the carriers and maintain substantially comparable coverage levels.

Section 15.5 The County shall continue to pay insurance premiums for all employees in pay status.

## ARTICLE 16 HOLIDAYS

Section 16.1 All employees, including probationary, are eligible for the following recognized paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. In addition to the above mentioned recognized holidays, eligible employees shall be allowed one (1) floating holidays per fiscal year, to be taken at the employee's discretion. The employee will request the day to be taken as a floating holiday, however, this is subject to the approval of the Sheriff.

Section 16.2 The regular full-time eligible employees shall be paid their normal scheduled rate for each holiday set forth above occurring during the period in which he/she is actively at work.

Section 16.3 An employee who works on one of the paid holidays mentioned above will be paid for the day at the normal rate plus an additional time and one-half (1½) which may be taken in pay or as compensatory time off at that rate, as determined by the Sheriff.

Section 16.4 To be eligible for holiday pay on a particular holiday, the employee must have worked at least eight (8) hours of the last scheduled work day before the holiday and at least eight (8) hours of the next scheduled work day after the holiday, unless the employee is on vacation or on approved sick leave with a doctor's slip.

Section 16.5 Should a recognized paid holiday fall during an employee's approved vacation time off period, the employee will be permitted to take another day off work in the future at a time mutually agreed between the Employer and employee.

Section 16.6 The Sheriff will give two (2) days advance notice to employees who were scheduled to work on a holiday, that they will not be needed to work.

## ARTICLE 17 VACATIONS

Section 17.1 Full-time employees otherwise eligible for a vacation with pay shall be so entitled for each year of service in accordance with the following schedule. Part-time employees may select pro-rated vacation and sick leave in lieu of health insurance. Vacations will be credited each year on the employee's anniversary date of hire with the County. Vacations will be taken during the anniversary year after it is earned.

Section 17.2 Employees who are discharged for cause or employees who quit without a minimum of two (2) weeks notice to the Employer shall forfeit any unused vacation pay.

Section 17.3 When an employee retires, he/she shall be entitled to his/her earned vacation pay. In the case of a death of an employee, any earned but unused vacation shall be paid to the beneficiaries of the estate.

#### Section 17.4

- A. Vacations will normally be scheduled in one week (five day) increments. On June 1<sup>st</sup> of each year the Sheriff shall post a vacation schedule showing allowable weeks off for each classification through June 31<sup>st</sup> of the following year. Employees shall have one month, until June 31<sup>st</sup>, to sign up for vacations. Vacations shall be selected by seniority within each classification. No more than one employee in each classification may be on vacation at one time. No employee shall sign up for more than two weeks in succession. Thereafter, no changes shall be made without the consent of the Sheriff.
- B. Daily vacation time or such other vacation time not previously scheduled shall be requested with at least two (2) weeks' notice for vacations of five (5) days or more and forty-eight (48) hours for vacations of 1 to 4 days. Such additional vacation time shall be at the discretion of the Sheriff.
- C. Once set, vacations can be postponed by the Sheriff in the event of an emergency. An employee whose previously scheduled vacation is involuntarily postponed by the Sheriff shall have priority in the following year regardless of seniority.

Section 17.5 Regular full-time employees shall be entitled to a paid vacation on the following basis:

After completion of one (1) full year of employment, five (5) days per year;

After completion of two (2) full years of employment, ten (10) days per year;

After completion of ten (10) full years of employment, fifteen (15) days per year;

After completion of seventeen (17) full years of employment, twenty (20) days per year.

Section 17.6 Vacation will be paid for on the basis of the normal scheduled workweek.

Section 17.7 Employee may carry over five (5) days of vacation per year.

Section 17.8 Employees who work four (4) ten (10) hour days shall for vacation scheduling be allowed to schedule five (5) eight (8) hours days providing this does not require the County to schedule any overtime to accommodate the five (5) eight (8) hour day vacation schedule.

ARTICLE 18  
CLASSIFICATIONS AND WAGE RATES

Section 18.1  
Classifications

Rates of Pay

Secretary	Full time			Part time (Less than 40 hrs/wk)		
	7/1/06	7/1/07	7/1/08	7/1/06	7/1/07	7/1/08
Start	\$11.41/hr	\$11.94	\$12.49	\$11.15	\$11.67	\$12.21
After 1 year	\$11.91/hr	\$12.44	\$12.99	\$11.65	\$12.17	\$12.71
After 2 years	\$13.22/hr	\$13.75	\$14.30	\$12.96	\$13.48	\$14.02

Jailers/Dispatchers	Full time and Part time		
	7/1/06	7/1/07	7/1/08
Start	\$12.38	\$12.93	\$13.50
After 6 months	\$12.63	\$13.18	\$13.75
After 1 year	\$13.29	\$13.84	\$14.41
After 2 years	\$13.69	\$14.24	\$14.81

Head Jailer/Head Dispatcher

+\$.75/hr  
+\$.30 night shift from 8 p.m. to 6 a.m. for all employees

Patrol Deputies

Start	70% of Sheriff's Salary
After 1 year	75% of Sheriff's Salary
After 18 months	78% of Sheriff's Salary
After 2 years	82 of Sheriff's Salary

## K9/Civil Deputies/Investigators

Start	70% of Sheriff's Salary
After 1 year	75% of Sheriff's Salary
After 18 months	78% of Sheriff's Salary
After 2 years	83 of Sheriff's Salary

## Part-time Deputy

Start	65% of Sheriff's Salary
After 1 year	75% of Sheriff's Salary

## Longevity Pay

All employees with ten (10) years of continuous service shall receive an additional twenty cents (\$.25) per hour. All employees with fifteen (15) years of continuous service shall receive an additional twenty-five cents (\$.30) per hour. All employees with twenty-five (25) years of continuous service shall receive an additional thirty cents (\$.35) per hour.

Employees working in a higher rated job for more than one (1) hour shall receive the higher rate of pay for that day. If an employee temporarily goes from a higher rated job to a lower rated job they will stay at the higher rate.

Depending on qualifications and experience the County reserves the right to start new employees or employees who transfer from one position or classification to a different position or classification at a higher rate of pay.

## ARTICLE 19 GENERAL

### Section 19.1 Clothing and Equipment Program

- (1) The County has agreed to budget money to issue and replace items of clothing and equipment on a need or fair wear and tear basis to the employees in classifications of the Sheriff's Department as outlined in their clothing and equipment program.

- (2) Deputies may use up to their annual budget of three hundred dollars (\$300.00) per year for a replacement clothing allowance.
- (3) Jailers/dispatchers may use up to their annual budget of \$300.00 per year for their replacement clothing allowance.
- (4) Clothing and Equipment Program. The following is the Clayton County Sheriff's Department budgeted clothing Program.

Deputy Sheriff:

- one (1) inner belt (basketweave)(optional nylon)
- one (1) outer belt (basketweave)(optional nylon)
- one (1) holster fitted to the weapon carried by officer at time of hiring  
(basketweave)(optional nylon)
- one (1) double handcuff case (basketweave) or 2 single (optional nylon)
- one (1) flashlight holder (basketweave)(optional nylon)
- one (1) PR-24 and holder or ASP and holder
- one (1) ammunition holder
- one (1) sets of handcuffs
- one (1) pair of dress shoes or
- one (1) pair of uniform boot (may be Eliminator or Western style)
- one (1) summer coat
- one (1) winter coat or jacket
- one (1) heavy winter parka
- one (1) felt hat (with acorns and strap)
- one (1) straw hat (with acorns and strap)
- one (1) winter fur cap
- one (1) bullet proof vest (as chosen by the Sheriff)
- two (2) summer uniform shirts
- two (2) winter uniform shirts
- two (2) pairs of uniform pants
- one (1) tie
- one (1) pair gloves
- one (1) Deputy badge set; two (2) breast badges;
- one (1) hat badge; one (1) I.D. holder with badge and I.D. card;
- one (1) set of collar insignias;
- one (1) name plate with "serving since"
- five hundred (500) business cards
- one (1) rain outfit (coat and hat cover)
- one (1) chemical mace and holder



## Squad Car Equipment

- one (1) shotgun (riot type)
- duty ammo
- two (2) flashlights
- 35 mm camera with flash
- one (1) Rolo Reel 100 foot tape measurer or measuring wheel
- orange spray paint (or yellow)

## Full-Time Jailer:

- two (2) summer uniform shirts
- two (2) winter uniform shirts
- two (2) pairs of uniform pants
- one (1) winter coat
- one (1) tie
- one (1) sewn on cloth badge for each shirt
- one (1) name plate with "serving since"
- one (1) leather belt (basketweave)
- One (1) pair shoes

## Part-Time Jailer:

- two (2) uniform shirts (may be combination of summer or winter style)
- two (2) pairs of uniform pants
- one (1) winter coat or jacket
- one (1) tie
- one (1) leather belt (basketweave)
- one (1) sewn on cloth badge for each shirt

All equipment and clothing is subject to the Sheriff's approval.

The above listed clothing is a list of items to be issued to any newly hired employee. All uniform items are subject to the Iowa State Sheriffs' Association specifications. All current employees will be considered to have adequate clothing for exchange purposes.

All property listed above is replaced on an exchange basis. It will be at the Sheriff's discretion as to the condition of old item needing replacement. All items purchased for employee must be turned in when replaced with new item and all clothing and equipment must be turned in to the Sheriff at end of employment.

Section 19.2 Reimbursable Travel Expenses When traveling outside the County on County business, the employee will be reimbursed for reasonable expenses as determined by a department-wide policy established by the Sheriff. Expenses for which reimbursement shall be provided are those for meals, lodging and other related subsistence expenses. Receipts to verify expenditures shall be presented to the Sheriff.

- (a) The Clayton County Sheriff's Department will pay for the annual dues for the Iowa State Sheriff's and Deputies Association and for the subscription to Gold Star.

Section 19.3 The Union recognizes the right of the Employer to discipline employees for "proper cause". An employee who alleges that such action was not based upon proper cause may appeal the Employer's action through the grievance procedure set forth in Article 5 of this Agreement. The Employer will follow the concept of progressive discipline whenever possible. Upon request, bargaining unit employees shall be entitled to Union representation at any meetings with management where disciplinary action is being contemplated.

Section 19.4 Notwithstanding the above paragraph, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

Section 19.5 The Union Business Representative shall receive written notice of any disciplinary action or measure imposed upon an employee within ten (10) working days of the time such action was taken.

Section 19.6 Job Posting Whenever a regular full-time vacancy or an open shift occurs, the Employer will post the vacant position for a period of five (5) calendar days. The posting shall indicate the shift assignment and/or work schedule for the vacant position.

Section 19.7 Interested employees who desire to transfer to another position within the same classification or to a classification within the same pay range may bid on the vacant position. The Employer shall select the most senior employee, provided the senior employee possesses the skills and ability to perform the duties of the vacant position.

Section 19.8 For the purposes of this Article, a permanent vacancy is created:

1. When the Employer has approval to increase the work force and decides to fill the position;
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, promotion, or demotion.
3. When the Employer decides to fill the vacant position, it shall be filled within thirty (30) calendar days if at all possible.

Section 19.9 Nothing in this Article shall be construed to include any aspect of the promotional process. Promotions are defined as movement to a classification or position in a higher salary range.

Section 19.10 A Deputy Sheriff may bid into an open Jailer position, his/her length of service seniority remains unchanged for contractual fringe benefits computation. For job bidding and layoff purposes, he/she will have job classification seniority starting the date he/she transferred into an open Jailer position. The Jailer hourly wage rate would apply.

Section 19.11 Work Rules The Employer reserves the right to establish reasonable work rules or to change existing rules. Work rules are defined as "rules promulgated by the Employer which regulate the personal conduct of employees."

Section 19.12 Newly established work rules will be posted for a period of seven (7) calendar days prior to implementation. The Employer agrees that all work rules will be uniformly applied.

Section 19.13 Patrol Cars. The parties, Clayton County Sheriff's Department and Teamsters Local 238, agree that civil and detective/ investigator, patrol deputies may, when possible, take a Sheriff's Department patrol car home. Deputies shall advise/report on/off duty as necessary by telephone or radio.

Section 19.14 Legal Defense. Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive assistance in any legal defense by the County, except as specifically stated in Chapter 613A of the Code of Iowa.

Section 19.15 Any employee who is charged with a traffic violation, violation of an ordinance or some criminal offense arising from acts performed in good faith when using good judgment and within the scope of his employment and under direct order of his/her supervisor may be able to be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge if the action or litigation commences and is resolved during the employee's service with the County.

## ARTICLE 20 EDUCATION AND TRAINING

Section 20.1 An employee being required by the Employer to attend classes in law enforcement shall have tuition and books for such classes, as well as food, travel expenses, and lodging paid for by the Employer and the employee shall receive up to one (1) day's pay per day for each day of attendance at such classes. The Employer shall post in a prominent place all Iowa Law Enforcement Academy (ILEA) courses as they become aware of them.

Section 20.2 Service weapons will be replaced according to County policy. Replacement of all particular ammunition and qualifying ammunition shall be furnished upon request and shall not be reasonably denied and shall be approved by the firearms instructors.

## ARTICLE 21 SAFETY AND HEALTH

Section 21.1 No employee shall be required to drive a patrol car that does not comply with all State and City safety regulations.

Section 21.2 The Employer shall provide an adequate area for the storage of evidence for deputies which shall be logged in and used as an evidence room and secured as required by judiciary demands as per chain of custody.

ARTICLE 22  
ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 22.1 This Agreement supersedes and cancels all previous agreements and practices between the Employer and a unit employee(s) and/or the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

Section 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

Section 22.3 This Article is not intended to prohibit discussions between the Sheriff and employees in regard to existing practices.

ARTICLE 23  
DURATION

Section 23.1 THIS AGREEMENT shall be effective on July 1, 2006 and shall continue in full force and effect until June 30, 2009. Should the party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2008 This Agreement will remain in effect from year to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Board of Supervisors.

Section 23.2 Any notification required to be served under this Article shall be sent in a manner by which submission and delivery can be verified.

## CANINE UNIT

### USE OF COUNTY VEHICLE:

One member of the Clayton County Sheriff's Department Canine Unit, if possible will be permanently assigned a properly equipped "Take Home" vehicle suitable for transportation of the canine assigned to that officer in the performance of official duties which vehicle shall be available to the officer on a twenty-four (24) hour basis without regard to geographic location of the residence of the officer.

The Sheriff's Department shall be responsible for all incidental expenses connected to the canine handler assignments, such as specialized training, leases, harnesses, dog food, etc.

Veterinary visits for the dog, except for emergencies, may be performed by a veterinarian approved by handler, and or department. A handler who anticipates being out of the County must notify the Department so that the Department is aware of the time period the Canine will not be available.

The Department may appoint one canine handler as the officer in charge of the canine and he/she will oversee all canine deployments and training. The canine handler, subject to the approval of the Sheriff, will determine all training necessary and give proper notice of specialized out of county training schools. The canine handler will give written notice of equipment to be purchased. The canine officer will have complete control over canine assigned and will determine whether or not the canine shall be deployed. The canine handler will document all call outs and deployments and training situations.

CLAYTON COUNTY SHERIFF DEPARTMENT

Shuff Polk 9/11/06

DATE

02-23-06

TEAMSTERS LOCAL 238

Darryl D. Darnham

DATE

1-26-06

Signed this 1 day of March, 2006.

EMPLOYER

UNION

CLAYTON COUNTY SHERIFF'S  
DEPARTMENT  
Clayton County, Iowa

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

By [Signature]  
Sheriff

By [Signature]  
Business Representative and  
Secretary-Treasurer

By ABSENT  
Chairperson, County  
Board of Supervisors

By [Signature]  
Business Representative

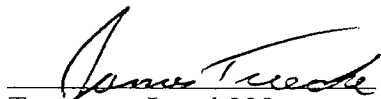
By [Signature]  
Vice Chairperson, County  
Board of Supervisors

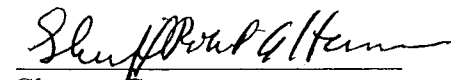
By [Signature]  
Member, County  
Board of Supervisors

By [Signature]  
Lloyd Petersen,  
Chief Negotiator

LETTER OF UNDERSTANDING  
BETWEEN  
TEAMSTERS LOCAL 238  
AND  
CLAYTON COUNTY SHERIFF'S OFFICE

Teamsters Local 238 and Clayton County agree to form an insurance committee to explore insurance options available. The committee shall be composed of equal numbers representing both the union and the county. The committee shall not have the ability to make insurance changes, only to research options available.

  
Teamsters Local 238  
Date 02-23-06

  
Clayton County  
Date 02-23-06